

1 **SECTION 14.** 281.34 (5) (dm) of the statutes is created to read:

2 281.34 (5) (dm) *Water supply service area plan.* If a proposed high capacity well
3 is covered by an approved water supply service area plan under s. 281.348, the
4 department may not approve the high capacity well unless it is consistent with that
5 plan.

6 **SECTION 15.** 281.34 (5) (e) 1. of the statutes is amended to read:

7 281.34 (5) (e) 1. If s. 281.35 (4) applies to a proposed high capacity well, the
8 department shall include in the approval conditions that ensure that the high
9 capacity well complies with s. 281.35 (4) to (6).

10 **SECTION 16.** 281.343 of the statutes is created to read:

11 **281.343 Great Lakes—St. Lawrence River Basin Water Resources**

12 **Compact. (1) LEGISLATIVE DETERMINATION.** The legislature determines that it is in
13 the interests of this state to ratify the Great Lakes—St. Lawrence River Basin Water
14 Resources Compact. Nothing in this section may be interpreted to change the
15 application of the public trust doctrine under article IX, section 1, of the Wisconsin
16 Constitution or to create any new public trust rights.

17 **(1b) RATIFICATION.** The Great Lakes—St. Lawrence River Basin Water
18 Resources Compact, contained in subs. (1e) to (9), is ratified and approved, as
19 implemented and interpreted in ss. 14.95, 281.346, and 281.348.

20 **(1e) DEFINITIONS.** In this section, except as otherwise required by the context:

21 (a) “Adaptive management” means a water resources management system that
22 provides a systematic process for evaluation, monitoring, and learning from the
23 outcomes of operational programs and adjustment of policies, plans, and programs
24 based on experience and the evolution of scientific knowledge concerning water
25 resources and water dependent natural resources.

1 (am) “Agreement” means the Great Lakes—St. Lawrence River Basin
2 Sustainable Water Resources Agreement.

3 (b) “Applicant” means a person who is required to submit a proposal that is
4 subject to management and regulation under this compact. “Application” has a
5 corresponding meaning.

6 (c) “Basin” or “Great Lakes—St. Lawrence River Basin” means the watershed
7 of the Great Lakes and the St. Lawrence River upstream from Trois-Rivieres,
8 Quebec within the jurisdiction of the parties.

9 (cm) “Basin ecosystem” or “Great Lakes—St. Lawrence River Basin ecosystem”
10 means the interacting components of air, land, water, and living organisms,
11 including humankind, within the basin.

12 (d) “Community within a straddling county” means any incorporated city,
13 town, or the equivalent thereof, that is located outside the basin but wholly within
14 a county that lies partly within the basin and that is not a straddling community.

15 (dm) “Compact” means this compact.

16 (e) “Consumptive use” means that portion of the water withdrawn or withheld
17 from the basin that is lost or otherwise not returned to the basin due to evaporation,
18 incorporation into products, or other processes.

19 (em) “Council” means the Great Lakes—St. Lawrence River Basin Water
20 Resources Council, created by this compact.

21 (f) “Council review” means the collective review by the council members as
22 described in subs. (4) to (4z).

23 (fm) “County” means the largest territorial division for local government in a
24 state. The county boundaries shall be defined as those boundaries that exist as of
25 December 13, 2005.

1 (g) “Cumulative impacts” means the impact on the basin ecosystem that results
2 from incremental effects of all aspects of a withdrawal, diversion, or consumptive use
3 in addition to other past, present, and reasonably foreseeable future withdrawals,
4 diversions, and consumptive uses regardless of who undertakes the other
5 withdrawals, diversions, and consumptive uses. Cumulative impacts can result
6 from individually minor but collectively significant withdrawals, diversions, and
7 consumptive uses taking place over a period of time.

8 (gm) “Decision-making standard” means the decision-making standard
9 established by sub. (4r) for proposals subject to management and regulation in sub.
10 (4p).

11 (h) “Diversion” means a transfer of water from the basin into another
12 watershed, or from the watershed of one of the Great Lakes into that of another by
13 any means of transfer, including but not limited to a pipeline, canal, tunnel,
14 aqueduct, channel, modification of the direction of a water course, a tanker ship,
15 tanker truck, or rail tanker but does not apply to water that is used in the basin or
16 a Great Lake watershed to manufacture or produce a product that is then transferred
17 out of the basin or watershed. “Divert” has a corresponding meaning.

18 (i) “Environmentally sound and economically feasible water conservation
19 measures” mean those measures, methods, technologies, or practices for efficient
20 water use and for reduction of water loss and waste or for reducing a withdrawal,
21 consumptive use, or diversion that are environmentally sound, reflect best practices
22 applicable to the water use sector, are technically feasible and available, are
23 economically feasible and cost-effective based on an analysis that considers direct
24 and avoided economic and environmental costs, and consider the particular facilities
25 and processes involved, taking into account the environmental impact, age of

1 equipment and facilities involved, the processes employed, energy impacts, and
2 other appropriate factors.

3 (im) "Exception" means a transfer of water that is excepted under sub. (4n)
4 from the prohibition against diversions in sub. (4m).

5 (j) "Exception standard" means the standard for exceptions established in sub.
6 (4n) (d).

7 (jm) "Intrabasin transfer" means the transfer of water from the watershed of
8 one of the Great Lakes into the watershed of another Great Lake.

9 (k) "Measures" means any legislation, law, regulation, directive, requirement,
10 guideline, program, policy, administrative practice, or other procedure.

11 (km) "New or increased diversion" means a new diversion, an increase in an
12 existing diversion, or the alteration of an existing withdrawal so that it becomes a
13 diversion.

14 (L) "New or increased withdrawal or consumptive use" means a new
15 withdrawal or consumptive use or an increase in an existing withdrawal or
16 consumptive use.

17 (Lm) "Originating party" means the party within whose jurisdiction an
18 application or registration is made or required.

19 (n) "Party" means a state that is a party to this compact.

20 (nm) "Person" means a human being or a legal person, including a government
21 or a nongovernmental organization, including any scientific, professional, business,
22 nonprofit, or public interest organization or association that is neither affiliated
23 with, nor under the direction of a government.

1 (o) 1. “Product” means something produced in the basin by human or
2 mechanical effort or through agricultural processes and used in manufacturing,
3 commercial, or other processes or intended for intermediate or end use consumers.

4 2. Water used as part of the packaging of a product shall be considered to be
5 part of the product.

6 3. Other than water used as part of the packaging of a product, water that is
7 used primarily to transport materials in or out of the basin is not a product or part
8 of a product.

9 4. Except as provided in subd. 2., water that is transferred as part of a public
10 or private supply is not a product or part of a product.

11 5. Water in its natural state such as in lakes, rivers, reservoirs, aquifers, or
12 water basins is not a product.

13 (om) “Proposal” means a withdrawal, diversion, or consumptive use of water
14 that is subject to this compact.

15 (p) “Province” means Ontario or Quebec.

16 (pm) “Public water supply purposes” means water distributed to the public
17 through a physically connected system of treatment, storage, and distribution
18 facilities serving a group of largely residential customers that may also serve
19 industrial, commercial, and other institutional operators. Water withdrawn directly
20 from the basin and not through such a system shall not be considered to be used for
21 public water supply purposes.

22 (q) “Regional body” means the members of the council and the premiers of
23 Ontario and Quebec or their designee as established by the agreement.

24 (qm) “Regional review” means the collective review by the regional body as
25 described in sub. (4h).

1 (r) “Source watershed” means the watershed from which a withdrawal
2 originates. If water is withdrawn directly from a Great Lake or from the St.
3 Lawrence River, then the source watershed shall be considered to be the watershed
4 of that Great Lake or the watershed of the St. Lawrence River, respectively. If water
5 is withdrawn from the watershed of a stream that is a direct tributary to a Great
6 Lake or a direct tributary to the St. Lawrence River, then the source watershed shall
7 be considered to be the watershed of that Great Lake or the watershed of the St.
8 Lawrence River, respectively, with a preference to the direct tributary stream
9 watershed from which it was withdrawn.

10 (rm) “Standard of review and decision” means the exception standard,
11 decision-making standard, and reviews as outlined in subs. (4) to (4z).

12 (s) “State” means one of the states of Illinois, Indiana, Michigan, Minnesota,
13 New York, Ohio, or Wisconsin or the Commonwealth of Pennsylvania.

14 (t) “Straddling community” means any incorporated city, town, or the
15 equivalent thereof, wholly within any county that lies partly or completely within the
16 basin, whose corporate boundary existing as of the effective date of this compact is
17 partly within the basin or partly within 2 Great Lakes watersheds.

18 (u) “Technical review” means a detailed review conducted to determine
19 whether or not a proposal that requires regional review under this compact meets
20 the standard of review and decision following procedures and guidelines as set out
21 in this compact.

22 (v) “Water” means groundwater or surface water contained within the basin.

23 (w) “Water dependent natural resources” means the interacting components of
24 land, water, and living organisms affected by the waters of the basin.

1 (x) “Waters of the basin” or “basin water” means the Great Lakes and all
2 streams, rivers, lakes, connecting channels, and other bodies of water, including
3 tributary groundwater, within the basin.

4 (y) “Withdrawal” means the taking of water from surface water or
5 groundwater. “Withdraw” has a corresponding meaning.

6 **(1m) FINDINGS AND PURPOSES.** The legislative bodies of the respective parties
7 hereby find and declare:

8 (a) Findings:

9 1. The waters of the basin are precious public natural resources shared and
10 held in trust by the states;

11 2. The waters of the basin are interconnected and part of a single hydrologic
12 system;

13 3. The waters of the basin can concurrently serve multiple uses. Such multiple
14 uses include municipal, public, industrial, commercial, agriculture, mining,
15 navigation, energy development and production, recreation, the subsistence,
16 economic, and cultural activities of native peoples, water quality maintenance, and
17 the maintenance of fish and wildlife habitat and a balanced ecosystem. And, other
18 purposes are encouraged, recognizing that such uses are interdependent and must
19 be balanced;

20 4. Future diversions and consumptive uses of basin water resources have the
21 potential to significantly impact the environment, economy, and welfare of the Great
22 Lakes—St. Lawrence River region;

23 5. Continued sustainable, accessible, and adequate water supplies for the
24 people and economy of the basin are of vital importance; and

1 6. The parties have a shared duty to protect, conserve, restore, improve, and
2 manage the renewable but finite waters of the basin for the use, benefit, and
3 enjoyment of all their citizens, including generations yet to come. The most effective
4 means of protecting, conserving, restoring, improving, and managing the basin
5 waters is through the joint pursuit of unified and cooperative principles, policies, and
6 programs mutually agreed upon, enacted, and adhered to by all parties.

7 (b) Purposes:

8 1. To act together to protect, conserve, restore, improve, and effectively manage
9 the waters and water dependent natural resources of the basin under appropriate
10 arrangements for intergovernmental cooperation and consultation because current
11 lack of full scientific certainty should not be used as a reason for postponing
12 measures to protect the basin ecosystem;

13 2. To remove causes of present and future controversies;

14 3. To provide for cooperative planning and action by the parties with respect
15 to such water resources;

16 4. To facilitate consistent approaches to water management across the basin
17 while retaining state management authority over water management decisions
18 within the basin;

19 5. To facilitate the exchange of data, strengthen the scientific information base
20 upon which decisions are made, and engage in consultation on the potential effects
21 of proposed withdrawals and losses on the waters and water dependent natural
22 resources of the basin;

23 6. To prevent significant adverse impacts of withdrawals and losses on the
24 basin's ecosystems and watersheds;

25 7. To promote interstate and state-provincial comity; and

1 8. To promote an adaptive management approach to the conservation and
2 management of basin water resources that recognizes, considers, and provides
3 adjustments for the uncertainties in, and evolution of, scientific knowledge
4 concerning the basin's waters and water dependent natural resources.

5 **(1s) SCIENCE.** (a) The parties commit to provide leadership for the development
6 of a collaborative strategy with other regional partners to strengthen the scientific
7 basis for sound water management decision making under this compact.

8 (b) The strategy shall guide the collection and application of scientific
9 information to support:

10 1. An improved understanding of the individual and cumulative impacts of
11 withdrawals from various locations and water sources on the basin ecosystem and
12 to develop a mechanism by which impacts of withdrawals may be assessed;

13 2. The periodic assessment of cumulative impacts of withdrawals, diversions,
14 and consumptive uses on a Great Lake and St. Lawrence River watershed basis;

15 3. Improved scientific understanding of the waters of the basin;

16 4. Improved understanding of the role of groundwater in basin water resources
17 management; and

18 5. The development, transfer, and application of science and research related
19 to water conservation and water use efficiency.

20 **(2) ORGANIZATION.** (a) *Council created.* The Great Lakes—St. Lawrence River
21 Basin Water Resources Council is hereby created as a body politic and corporate,
22 with succession for the duration of this compact, as an agency and instrumentality
23 of the governments of the respective parties.

24 (b) *Council membership.* The council shall consist of the governors of the
25 parties, ex officio.

1 (c) *Alternates.* Each member of the council shall appoint at least one alternate
2 who may act in his or her place and stead, with authority to attend all meetings of
3 the council and with power to vote in the absence of the member. Unless otherwise
4 provided by law of the party for which he or she is appointed, each alternate shall
5 serve during the term of the member appointing him or her, subject to removal at the
6 pleasure of the member. In the event of a vacancy in the office of alternate, it shall
7 be filled in the same manner as an original appointment for the unexpired term only.

8 (d) *Voting.* 1. Each member is entitled to one vote on all matters that may come
9 before the council.

10 2. Unless otherwise stated, the rule of decision shall be by a simple majority.

11 3. The council shall annually adopt a budget for each fiscal year and the amount
12 required to balance the budget shall be apportioned equitably among the parties by
13 unanimous vote of the council. The appropriation of such amounts shall be subject
14 to such review and approval as may be required by the budgetary processes of the
15 respective parties.

16 4. The participation of council members from a majority of the parties shall
17 constitute a quorum for the transaction of business at any meeting of the council.

18 (e) *Organization and procedure.* The council shall provide for its own
19 organization and procedure, and may adopt rules and regulations governing its
20 meetings and transactions, as well as the procedures and timeline for submission,
21 review, and consideration of proposals that come before the council for its review and
22 action. The council shall organize, annually, by the election of a chairperson and vice
23 chairperson from among its members. Each member may appoint an advisor, who
24 may attend all meetings of the council and its committees, but shall not have voting
25 power. The council may employ or appoint professional and administrative

1 personnel, including an executive director, as it may deem advisable, to carry out the
2 purposes of this compact.

3 (f) *Use of existing offices and agencies.* It is the policy of the parties to preserve
4 and utilize the functions, powers, and duties of existing offices and agencies of
5 government to the extent consistent with this compact. Further, the council shall
6 promote and aid the coordination of the activities and programs of the parties
7 concerned with water resources management in the basin. To this end, but without
8 limitation, the council may:

9 1. Advise, consult, contract, assist, or otherwise cooperate with any and all such
10 agencies;

11 2. Employ any other agency or instrumentality of any of the parties for any
12 purpose; and

13 3. Develop and adopt plans consistent with the water resources plans of the
14 parties.

15 (g) *Jurisdiction.* The council shall have, exercise, and discharge its functions,
16 powers, and duties within the limits of the basin. Outside the basin, it may act in
17 its discretion, but only to the extent such action may be necessary or convenient to
18 effectuate or implement its powers or responsibilities within the basin and subject
19 to the consent of the jurisdiction wherein it proposes to act.

20 (h) *Status, immunities, and privileges.* 1. The council, its members and
21 personnel in their official capacity and when engaged directly in the affairs of the
22 council, its property, and its assets, wherever located and by whomsoever held, shall
23 enjoy the same immunity from suit and every form of judicial process as is enjoyed
24 by the parties, except to the extent that the council may expressly waive its immunity
25 for the purposes of any proceedings or by the terms of any contract.

1 2. The property and assets of the council, wherever located and by whomsoever
2 held, shall be considered public property and shall be immune from search,
3 requisition, confiscation, expropriation, or any other form of taking or foreclosure by
4 executive or legislative action.

5 3. The council, its property and its assets, income, and the operations it carries
6 out pursuant to this compact shall be immune from all taxation by or under the
7 authority of any of the parties or any political subdivision thereof; provided, however,
8 that in lieu of property taxes the council may make reasonable payments to local
9 taxing districts in annual amounts that shall approximate the taxes lawfully
10 assessed upon similar property.

11 (i) *Advisory committees.* The council may constitute and empower advisory
12 committees, which may be comprised of representatives of the public and of federal,
13 state, tribal, county, and local governments, water resources agencies, water-using
14 industries and sectors, water-interest groups, and academic experts in related
15 fields.

16 **(3) GENERAL POWERS AND DUTIES.** (a) *General.* 1. The waters and water
17 dependent natural resources of the basin are subject to the sovereign right and
18 responsibilities of the parties, and it is the purpose of this compact to provide for joint
19 exercise of such powers of sovereignty by the council in the common interests of the
20 people of the region, in the manner and to the extent provided in this compact. The
21 council and the parties shall use the standard of review and decision and procedures
22 contained in or adopted pursuant to this compact as the means to exercise their
23 authority under this compact.

24 2. The council may revise the standard of review and decision, after
25 consultation with the provinces and upon unanimous vote of all council members, by

1 regulation duly adopted in accordance with par. (c) and in accordance with each
2 party's respective statutory authorities and applicable procedures.

3 3. The council shall identify priorities and develop plans and policies relating
4 to basin water resources. It shall adopt and promote uniform and coordinated
5 policies for water resources conservation and management in the basin.

6 (b) *Council powers.* The council may plan; conduct research and collect,
7 compile, analyze, interpret, report, and disseminate data on water resources and
8 uses; forecast water levels; conduct investigations; institute court actions; design,
9 acquire, construct, reconstruct, own, operate, maintain, control, sell, and convey real
10 and personal property and any interest therein as it may deem necessary, useful, or
11 convenient to carry out the purposes of this compact; make contracts; receive and
12 accept such payments, appropriations, grants, gifts, loans, advances, and other
13 funds, properties, and services as may be transferred or made available to it by any
14 party or by any other public or private agency, corporation, or individual; and
15 exercise such other and different powers as may be delegated to it by this compact
16 or otherwise pursuant to law, and have and exercise all powers necessary or
17 convenient to carry out its express powers or that may be reasonably implied
18 therefrom.

19 (c) *Rules and regulations.* 1. The council may promulgate and enforce such
20 rules and regulations as may be necessary for the implementation and enforcement
21 of this compact. The council may adopt by regulation, after public notice and public
22 hearing, reasonable application fees with respect to those proposals for exceptions
23 that are subject to council review under sub. (4n). Any rule or regulation of the
24 council, other than one that deals solely with the internal management of the council
25 or its property, shall be adopted only after public notice and hearing.

1 2. Each party, in accordance with its respective statutory authorities and
2 applicable procedures, may adopt and enforce rules and regulations to implement
3 and enforce this compact and the programs adopted by such party to carry out the
4 management programs contemplated by this compact.

5 (d) *Program review and findings.* 1. Each party shall submit a report to the
6 council and the regional body detailing its water management and conservation and
7 efficiency programs that implement this compact. The report shall set out the
8 manner in which water withdrawals are managed by sector, water source, quantity,
9 or any other means, and how the provisions of the standard of review and decision
10 and conservation and efficiency programs are implemented. The first report shall
11 be provided by each party one year from the effective date of this compact and
12 thereafter every 5 years.

13 2. The council, in cooperation with the provinces, shall review its water
14 management and conservation and efficiency programs and those of the parties that
15 are established in this compact and make findings on whether the water
16 management program provisions in this compact are being met, and if not,
17 recommend options to assist the parties in meeting the provisions of this compact.
18 Such review shall take place:

- 19 a. Thirty days after the first report is submitted by all parties; and
20 b. Every 5 years after the effective date of this compact; and
21 c. At any other time at the request of one of the parties.

22 3. As one of its duties and responsibilities, the council may recommend a range
23 of approaches to the parties with respect to the development, enhancement, and
24 application of water management and conservation and efficiency programs to
25 implement the standard of review and decision reflecting improved scientific

1 understanding of the waters of the basin, including groundwater, and the impacts
2 of withdrawals on the basin ecosystem.

3 (4) WATER MANAGEMENT AND REGULATION; WATER RESOURCES INVENTORY,
4 REGISTRATION, AND REPORTING. (a) Within 5 years of the effective date of this compact,
5 each party shall develop and maintain a water resources inventory for the collection,
6 interpretation, storage, retrieval, exchange, and dissemination of information
7 concerning the water resources of the party, including but not limited to information
8 on the location, type, quantity, and use of those resources and the location, type, and
9 quantity of withdrawals, diversions, and consumptive uses. To the extent feasible,
10 the water resources inventory shall be developed in cooperation with local, state,
11 federal, tribal, and other private agencies and entities, as well as the council. Each
12 party's agencies shall cooperate with that party in the development and maintenance
13 of the inventory.

14 (b) The council shall assist each party to develop a common base of data
15 regarding the management of the water resources of the basin and to establish
16 systematic arrangements for the exchange of those data with other states and
17 provinces.

18 (c) To develop and maintain a compatible base of water use information, within
19 5 years of the effective date of this compact any person who withdraws water in an
20 amount of 100,000 gallons per day or greater average in any 30-day period, including
21 consumptive uses, from all sources, or diverts water of any amount, shall register the
22 withdrawal or diversion by a date set by the council unless the person has previously
23 registered in accordance with an existing state program. The person shall register
24 the withdrawal or diversion with the originating party using a form prescribed by
25 the originating party that shall include, at a minimum and without limitation: the

1 name and address of the registrant and date of registration; the locations and sources
2 of the withdrawal or diversion; the capacity of the withdrawal or diversion per day
3 and the amount withdrawn or diverted from each source; the uses made of the water;
4 places of use and places of discharge; and such other information as the originating
5 party may require. All registrations shall include an estimate of the volume of the
6 withdrawal or diversion in terms of gallons per day average in any 30-day period.

7 (d) All registrants shall annually report the monthly volumes of the
8 withdrawal, consumptive use, and diversion in gallons to the originating party and
9 any other information requested by the originating party.

10 (e) Each party shall annually report the information gathered pursuant to this
11 subsection to a Great Lakes—St. Lawrence River water use data base repository and
12 aggregated information shall be made publicly available, consistent with the
13 confidentiality requirements in sub. (8) (c).

14 (f) Information gathered by the parties pursuant to this subsection shall be
15 used to improve the sources and applications of scientific information regarding the
16 waters of the basin and the impacts of the withdrawals and diversions from various
17 locations and water sources on the basin ecosystem and to better understand the role
18 of groundwater in the basin. The council and the parties shall coordinate the
19 collection and application of scientific information to further develop a mechanism
20 by which individual and cumulative impacts of withdrawals, consumptive uses, and
21 diversions shall be assessed.

22 **(4b) WATER MANAGEMENT AND REGULATION; WATER CONSERVATION AND EFFICIENCY**
23 **PROGRAMS.** (a) The council commits to identify, in cooperation with the provinces,
24 basin-wide water conservation and efficiency objectives to assist the parties in

1 developing their water conservation and efficiency programs. These objectives are
2 based on the goals of:

3 1. Ensuring improvement of the waters and water dependent natural
4 resources;

5 2. Protecting and restoring the hydrologic and ecosystem integrity of the basin;

6 3. Retaining the quantity of surface water and groundwater in the basin;

7 4. Ensuring sustainable use of waters of the basin; and

8 5. Promoting the efficiency of use and reducing losses and waste of water.

9 (b) Within 2 years of the effective date of this compact, each party shall develop
10 its own water conservation and efficiency goals and objectives consistent with the
11 basin-wide goals and objectives and shall develop and implement a water
12 conservation and efficiency program, either voluntary or mandatory, within its
13 jurisdiction based on the party's goals and objectives. Each party shall annually
14 assess its programs in meeting the party's goals and objectives, report to the council
15 and the regional body, and make this annual assessment available to the public.

16 (c) Beginning 5 years after the effective date of this compact, and every 5 years
17 thereafter, the council, in cooperation with the provinces, shall review and modify as
18 appropriate the basin-wide objectives, and the parties shall have regard for any such
19 modifications in implementing their programs. This assessment will be based on
20 examining new technologies, new patterns of water use, new resource demands and
21 threats, and cumulative impact assessment under sub. (4z).

22 (d) Within 2 years of the effective date of this compact, the parties commit to
23 promote environmentally sound and economically feasible water conservation
24 measures such as:

25 1. Measures that promote efficient use of water;

1 2. Identification and sharing of best management practices and state of the art
2 conservation and efficiency technologies;

3 3. Application of sound planning principles;

4 4. Demand-side and supply-side measures or incentives; and

5 5. Development, transfer, and application of science and research.

6 (e) Each party shall implement in accordance with par. (b) a voluntary or
7 mandatory water conservation program for all, including existing, basin water
8 users. Conservation programs need to adjust to new demands and the potential
9 impacts of cumulative effects and climate.

10 **(4d) WATER MANAGEMENT AND REGULATION; PARTY POWERS AND DUTIES.** (a) Each
11 party, within its jurisdiction, shall manage and regulate new or increased
12 withdrawals, consumptive uses, and diversions, including exceptions, in accordance
13 with this compact.

14 (b) Each party shall require an applicant to submit an application in such
15 manner and with such accompanying information as the party shall prescribe.

16 (c) No party may approve a proposal if the party determines that the proposal
17 is inconsistent with this compact or the standard of review and decision or any
18 implementing rules or regulations promulgated thereunder. The party may
19 approve, approve with modifications, or disapprove any proposal depending on the
20 proposal's consistency with this compact and the standard of review and decision.

21 (d) Each party shall monitor the implementation of any approved proposal to
22 ensure consistency with the approval and may take all necessary enforcement
23 actions.

24 (e) No party shall approve a proposal subject to council or regional review, or
25 both, pursuant to this compact unless it shall have been first submitted to and

1 reviewed by either the council or regional body, or both, and approved by the council,
2 as applicable. Sufficient opportunity shall be provided for comment on the proposal's
3 consistency with this compact and the standard of review and decision. All such
4 comments shall become part of the party's formal record of decision, and the party
5 shall take into consideration any such comments received.

6 **(4f) WATER MANAGEMENT AND REGULATION; REQUIREMENT FOR ORIGINATING PARTY**
7 **APPROVAL.** No proposal subject to management and regulation under this compact
8 shall hereafter be undertaken by any person unless it shall have been approved by
9 the originating party.

10 **(4h) WATER MANAGEMENT AND REGULATION; REGIONAL REVIEW.** (a) *General.* 1. It
11 is the intention of the parties to participate in regional review of proposals with the
12 provinces, as described in this compact and the agreement.

13 2. Unless the applicant or the originating party otherwise requests, it shall be
14 the goal of the regional body to conclude its review no later than 90 days after notice
15 under par. (b) of such proposal is received from the originating party.

16 3. Proposals for exceptions subject to regional review shall be submitted by the
17 originating party to the regional body for regional review and, where applicable, to
18 the council for concurrent review.

19 4. The parties agree that the protection of the integrity of the Great Lakes—St.
20 Lawrence River Basin ecosystem shall be the overarching principle for reviewing
21 proposals subject to regional review, recognizing uncertainties with respect to
22 demands that may be placed on basin water, including groundwater, levels and flows
23 of the Great Lakes and the St. Lawrence River, future changes in environmental
24 conditions, the reliability of existing data, and the extent to which diversions may
25 harm the integrity of the basin ecosystem.

1 5. The originating party shall have lead responsibility for coordinating
2 information for resolution of issues related to evaluation of a proposal and shall
3 consult with the applicant throughout the regional review process.

4 6. A majority of the members of the regional body may request regional review
5 of a regionally significant or potentially precedent setting proposal. Such regional
6 review must be conducted, to the extent possible, within the time frames set forth in
7 this subsection. Any such regional review shall be undertaken only after consulting
8 the applicant.

9 (b) *Notice from originating party to the regional body.* 1. The originating party
10 shall determine if a proposal is subject to regional review. If so, the originating party
11 shall provide timely notice to the regional body and the public.

12 2. Such notice shall not be given unless and until all information, documents,
13 and the originating party's technical review needed to evaluate whether the proposal
14 meets the standard of review and decision have been provided.

15 3. An originating party may:

16 a. Provide notice to the regional body of an application, even if notification is
17 not required; or

18 b. Request regional review of an application, even if regional review is not
19 required. Any such regional review shall be undertaken only after consulting the
20 applicant.

21 4. An originating party may provide preliminary notice of a potential proposal.

22 (c) *Public participation.* 1. To ensure adequate public participation, the
23 regional body shall adopt procedures for the review of proposals that are subject to
24 regional review in accordance with subs. (4) to (4z).

1 2. The regional body shall provide notice to the public of a proposal undergoing
2 regional review. Such notice shall indicate that the public has an opportunity to
3 comment in writing to the regional body on whether the proposal meets the standard
4 of review and decision.

5 3. The regional body shall hold a public meeting in the state or province of the
6 originating party in order to receive public comment on the issue of whether the
7 proposal under consideration meets the standard of review and decision.

8 4. The regional body shall consider the comments received before issuing a
9 declaration of finding.

10 5. The regional body shall forward the comments it receives to the originating
11 party.

12 (d) *Technical review.* 1. The originating party shall provide the regional body
13 with its technical review of the proposal under consideration.

14 2. The originating party's technical review shall thoroughly analyze the
15 proposal and provide an evaluation of the proposal sufficient for a determination of
16 whether the proposal meets the standard of review and decision.

17 3. Any member of the regional body may conduct the member's own technical
18 review of any proposal subject to regional review.

19 4. At the request of the majority of its members, the regional body shall make
20 such arrangements as it considers appropriate for an independent technical review
21 of a proposal.

22 5. All parties shall exercise their best efforts to ensure that a technical review
23 undertaken under subd. 3. or 4. does not unnecessarily delay the decision by the
24 originating party on the application. Unless the applicant or the originating party

1 otherwise requests, all technical reviews shall be completed no later than 60 days
2 after the date the notice of the proposal was given to the regional body.

3 (e) *Declaration of finding.* 1. The regional body shall meet to consider a
4 proposal. The applicant shall be provided with an opportunity to present the
5 proposal to the regional body at such time.

6 2. The regional body, having considered the notice, the originating party's
7 technical review, any other independent technical review that is made, any
8 comments or objections including the analysis of comments made by the public and
9 first nations and federally recognized tribes, and any other information that is
10 provided under this compact shall issue a declaration of finding that the proposal
11 under consideration:

12 a. Meets the standard of review and decision;

13 b. Does not meet the standard of review and decision; or

14 c. Would meet the standard of review and decision if certain conditions were
15 met.

16 3. An originating party may decline to participate in a declaration of finding
17 made by the regional body.

18 4. The parties recognize and affirm that it is preferable for all members of the
19 regional body to agree whether the proposal meets the standard of review and
20 decision.

21 5. If the members of the regional body who participate in the declaration of
22 finding all agree, they shall issue a written declaration of finding with consensus.

23 6. In the event that the members cannot agree, the regional body shall make
24 every reasonable effort to achieve consensus within 25 days.

1 7. Should consensus not be achieved, the regional body may issue a declaration
2 of finding that presents different points of view and indicates each party's
3 conclusions.

4 8. The regional body shall release the declarations of finding to the public.

5 9. The originating party and the council shall consider the declaration of
6 finding before making a decision on the proposal.

7 **(4j)** WATER MANAGEMENT AND REGULATION; PROPOSALS SUBJECT TO PRIOR NOTICE.

8 (a) Beginning no later than 5 years after the effective date of this compact, the
9 originating party shall provide all parties and the provinces with detailed and timely
10 notice and an opportunity to comment within 90 days on any proposal for a new or
11 increased consumptive use of 5,000,000 gallons per day or greater average in any
12 90-day period. Comments shall address whether or not the proposal is consistent
13 with the standard of review and decision. The originating party shall provide a
14 response to any such comment received from another party.

15 (b) A party may provide notice, an opportunity to comment, and a response to
16 comments even if this is not required under par. (a). Any provision of such notice and
17 opportunity to comment shall be undertaken only after consulting the applicant.

18 **(4L)** WATER MANAGEMENT AND REGULATION; COUNCIL ACTIONS. (a) Proposals for
19 exceptions subject to council review shall be submitted by the originating party to
20 the council for council review, and where applicable, to the regional body for
21 concurrent review.

22 (b) The council shall review and take action on proposals in accordance with
23 this compact and the standard of review and decision. The council shall not take
24 action on a proposal subject to regional review pursuant to this compact unless the

1 proposal shall have been first submitted to and reviewed by the regional body. The
2 council shall consider any findings resulting from such review.

3 **(4m)** WATER MANAGEMENT AND REGULATION; PROHIBITION OF NEW OR INCREASED
4 DIVERSIONS. All new or increased diversions are prohibited, except as provided for in
5 sub. (4n).

6 **(4n)** WATER MANAGEMENT AND REGULATION; EXCEPTIONS TO THE PROHIBITION OF
7 DIVERSIONS. (a) *Straddling communities*. A proposal to transfer water to an area
8 within a straddling community but outside the basin or outside the source Great
9 Lake watershed shall be excepted from the prohibition against diversions and be
10 managed and regulated by the originating party provided that, regardless of the
11 volume of water transferred, all of the water so transferred shall be used solely for
12 public water supply purposes within the straddling community, and:

13 1. All water withdrawn from the basin shall be returned, either naturally or
14 after use, to the source watershed less an allowance for consumptive use. No surface
15 water or groundwater from outside the basin may be used to satisfy any portion of
16 this criterion except if it:

17 a. Is part of a water supply or wastewater treatment system that combines
18 water from inside and outside of the basin;

19 b. Is treated to meet applicable water quality discharge standards and to
20 prevent the introduction of invasive species into the basin;

21 c. Maximizes the portion of water returned to the source watershed as basin
22 water and minimizes the surface water or groundwater from outside the basin;

23 2. If the proposal results from a new or increased withdrawal of 100,000 gallons
24 per day or greater average over any 90-day period, the proposal shall also meet the
25 exception standard; and

1 3. If the proposal results in a new or increased consumptive use of 5,000,000
2 gallons per day or greater average over any 90–day period, the proposal shall also
3 undergo regional review.

4 (b) *Intrabasin transfer.* A proposal for an intrabasin transfer that would be
5 considered a diversion under this compact, and not already excepted pursuant to par.
6 (a), shall be excepted from the prohibition against diversions, provided that:

7 1. If the proposal results from a new or increased withdrawal of less than
8 100,000 gallons per day average over any 90–day period, the proposal shall be subject
9 to management and regulation at the discretion of the originating party.

10 2. If the proposal results from a new or increased withdrawal of 100,000 gallons
11 per day or greater average over any 90–day period and if the consumptive use
12 resulting from the withdrawal is less than 5,000,000 gallons per day average over
13 any 90–day period:

14 a. The proposal shall meet the exception standard and be subject to
15 management and regulation by the originating party, except that the water may be
16 returned to another Great Lake watershed rather than the source watershed;

17 b. The applicant shall demonstrate that there is no feasible, cost–effective, and
18 environmentally sound water supply alternative within the Great Lake watershed
19 to which the water will be transferred, including conservation of existing water
20 supplies; and

21 c. The originating party shall provide notice to the other parties prior to making
22 any decision with respect to the proposal.

23 3. If the proposal results in a new or increased consumptive use of 5,000,000
24 gallons per day or greater average over any 90–day period:

1 a. The proposal shall be subject to management and regulation by the
2 originating party and shall meet the exception standard, ensuring that water
3 withdrawn shall be returned to the source watershed;

4 b. The applicant shall demonstrate that there is no feasible, cost-effective, and
5 environmentally sound water supply alternative within the Great Lake watershed
6 to which the water will be transferred, including conservation of existing water
7 supplies;

8 c. The proposal undergoes regional review; and

9 d. The proposal is approved by the council. Council approval shall be given
10 unless one or more council members vote to disapprove.

11 (c) *Straddling counties.* 1. A proposal to transfer water to a community within
12 a straddling county that would be considered a diversion under this compact shall
13 be excepted from the prohibition against diversions, provided that it satisfies all of
14 the following conditions:

15 a. The water shall be used solely for the public water supply purposes of the
16 community within a straddling county that is without adequate supplies of potable
17 water;

18 b. The proposal meets the exception standard, maximizing the portion of water
19 returned to the source watershed as basin water and minimizing the surface water
20 or groundwater from outside the basin;

21 c. The proposal shall be subject to management and regulation by the
22 originating party, regardless of its size;

23 d. There is no reasonable water supply alternative within the basin in which
24 the community is located, including conservation of existing water supplies;

1 e. Caution shall be used in determining whether or not the proposal meets the
2 conditions for this exception. This exception should not be authorized unless it can
3 be shown that it will not endanger the integrity of the basin ecosystem;

4 f. The proposal undergoes regional review; and

5 g. The proposal is approved by the council. Council approval shall be given
6 unless one or more council members vote to disapprove.

7 2. A proposal must satisfy all of the conditions listed above. Further,
8 substantive consideration will also be given to whether or not the proposal can
9 provide sufficient scientifically based evidence that the existing water supply is
10 derived from groundwater that is hydrologically interconnected to waters of the
11 basin.

12 (d) *Exception standard.* Proposals subject to management and regulation in
13 this subsection shall be declared to meet this exception standard and may be
14 approved as appropriate only when the following criteria are met:

15 1. The need for all or part of the proposed exception cannot be reasonably
16 avoided through the efficient use and conservation of existing water supplies;

17 2. The exception will be limited to quantities that are considered reasonable
18 for the purposes for which it is proposed;

19 3. All water withdrawn shall be returned, either naturally or after use, to the
20 source watershed less an allowance for consumptive use. No surface water or
21 groundwater from outside the basin may be used to satisfy any portion of this
22 criterion except if it:

23 a. Is part of a water supply or wastewater treatment system that combines
24 water from inside and outside of the basin; and

1 b. Is treated to meet applicable water quality discharge standards and to
2 prevent the introduction of invasive species into the basin;

3 4. The exception will be implemented so as to ensure that it will result in no
4 significant individual or cumulative adverse impacts to the quantity or quality of the
5 waters and water dependent natural resources of the basin with consideration given
6 to the potential cumulative impacts of any precedent-setting consequences
7 associated with the proposal;

8 5. The exception will be implemented so as to incorporate environmentally
9 sound and economically feasible water conservation measures to minimize water
10 withdrawals or consumptive use;

11 6. The exception will be implemented so as to ensure that it is in compliance
12 with all applicable municipal, state, and federal laws as well as regional interstate
13 and international agreements, including the Boundary Waters Treaty of 1909; and

14 7. All other applicable criteria in this subsection have also been met.

15 **(4p)** WATER MANAGEMENT AND REGULATION; MANAGEMENT AND REGULATION OF NEW
16 OR INCREASED WITHDRAWALS AND CONSUMPTIVE USES. (a) Within 5 years of the effective
17 date of this compact, each party shall create a program for the management and
18 regulation of new or increased withdrawals and consumptive uses by adopting and
19 implementing measures consistent with the decision-making standard. Each party,
20 through a considered process, shall set and may modify threshold levels for the
21 regulation of new or increased withdrawals in order to assure an effective and
22 efficient water management program that will ensure that uses overall are
23 reasonable, that withdrawals overall will not result in significant impacts to the
24 waters and water dependent natural resources of the basin, determined on the basis
25 of significant impacts to the physical, chemical, and biological integrity of source

1 watersheds, and that all other objectives of the compact are achieved. Each party
2 may determine the scope and thresholds of its program, including which new or
3 increased withdrawals and consumptive uses will be subject to the program.

4 (b) Any party that fails to set threshold levels that comply with par. (a) any time
5 before 10 years after the effective date of this compact shall apply a threshold level
6 for management and regulation of all new or increased withdrawals of 100,000
7 gallons per day or greater average in any 90-day period.

8 (c) The parties intend programs for new or increased withdrawals and
9 consumptive uses to evolve as may be necessary to protect basin waters. Pursuant
10 to sub. (3) (d), the council, in cooperation with the provinces, shall periodically assess
11 the water management programs of the parties. Such assessments may produce
12 recommendations for the strengthening of the programs, including, without
13 limitation, establishing lower thresholds for management and regulation in
14 accordance with the decision-making standard.

15 **(4r) WATER MANAGEMENT AND REGULATION; DECISION-MAKING STANDARD.**
16 Proposals subject to management and regulation in sub. (4p) shall be declared to
17 meet this decision-making standard and may be approved as appropriate only when
18 the following criteria are met:

19 (a) All water withdrawn shall be returned, either naturally or after use, to the
20 source watershed less an allowance for consumptive use;

21 (b) The withdrawal or consumptive use will be implemented so as to ensure
22 that the proposal will result in no significant individual or cumulative adverse
23 impacts to the quantity or quality of the waters and water dependent natural
24 resources and the applicable source watershed;

1 (c) The withdrawal or consumptive use will be implemented so as to incorporate
2 environmentally sound and economically feasible water conservation measures;

3 (d) The withdrawal or consumptive use will be implemented so as to ensure
4 that it is in compliance with all applicable municipal, state, and federal laws as well
5 as regional interstate and international agreements, including the Boundary Waters
6 Treaty of 1909; and

7 (e) The proposed use is reasonable, based upon a consideration of the following
8 factors:

9 1. Whether the proposed withdrawal or consumptive use is planned in a fashion
10 that provides for efficient use of the water and will avoid or minimize the waste of
11 water;

12 2. If the proposal is for an increased withdrawal or consumptive use, whether
13 efficient use is made of existing water supplies;

14 3. The balance between economic development, social development, and
15 environmental protection of the proposed withdrawal and use and other existing or
16 planned withdrawals and water uses sharing the water source;

17 4. The supply potential of the water source, considering quantity, quality, and
18 reliability and safe yield of hydrologically interconnected water sources;

19 5. The probable degree and duration of any adverse impacts caused or expected
20 to be caused by the proposed withdrawal and use, under foreseeable conditions, to
21 other lawful consumptive or nonconsumptive uses of water or to the quantity or
22 quality of the waters and water dependent natural resources of the basin, and the
23 proposed plans and arrangements for avoidance or mitigation of such impacts; and

24 6. If a proposal includes restoration of hydrologic conditions and functions of
25 the source watershed, the party may consider that.

1 **(4t)** WATER MANAGEMENT AND REGULATION; APPLICABILITY. (a) *Minimum*
2 *standard.* This standard of review and decision shall be used as a minimum
3 standard. Parties may impose a more restrictive decision-making standard for
4 withdrawals under their authority. It is also acknowledged that although a proposal
5 meets the standard of review and decision it may not be approved under the laws of
6 the originating party that has implemented more restrictive measures.

7 (b) *Baseline.* 1. To establish a baseline for determining a new or increased
8 diversion, consumptive use, or withdrawal, each party shall develop either or both
9 of the following lists for the party's jurisdiction:

10 a. A list of existing withdrawal approvals as of the effective date of the compact.

11 b. A list of the capacity of existing systems as of the effective date of this
12 compact. The capacity of the existing systems should be presented in terms of
13 withdrawal capacity, treatment capacity, distribution capacity, or other capacity
14 limiting factors. The capacity of the existing systems must represent the state of the
15 systems. Existing capacity determinations shall be based upon approval limits or
16 the most restrictive capacity information.

17 2. For all purposes of this compact, volumes of diversions, consumptive uses,
18 or withdrawals of water set forth in the lists prepared by each party in accordance
19 with this paragraph shall constitute the baseline volume.

20 3. The lists shall be furnished to the regional body and the council within one
21 year of the effective date of this compact.

22 (c) *Timing of additional applications.* Applications for new or increased
23 withdrawals, consumptive uses, or exceptions shall be considered cumulatively
24 within 10 years of any application.

1 (d) *Change of ownership.* Unless a new owner proposes a project that shall
2 result in a proposal for a new or increased diversion or consumptive use subject to
3 regional review or council approval, the change of ownership in and of itself shall not
4 require regional review or council approval.

5 (e) *Groundwater.* The basin surface water divide shall be used for the purpose
6 of managing and regulating new or increased diversions, consumptive uses, or
7 withdrawals of surface water and groundwater.

8 (f) *Withdrawal systems.* The total volume of surface water and groundwater
9 resources that supply a common distribution system shall determine the volume of
10 a withdrawal, consumptive use, or diversion.

11 (g) *Connecting channels.* The watershed of each Great Lake shall include its
12 upstream and downstream connecting channels.

13 (h) *Transmission in water lines.* Transmission of water within a line that
14 extends outside the basin as it conveys water from one point to another within the
15 basin shall not be considered a diversion if none of the water is used outside the basin.

16 (i) *Hydrologic units.* The Lake Michigan and Lake Huron watersheds shall be
17 considered to be a single hydrologic unit and watershed.

18 (j) *Bulk water transfer.* A proposal to withdraw water and to remove it from the
19 basin in any container greater than 5.7 gallons shall be treated under this compact
20 in the same manner as a proposal for a diversion. Each party shall have the
21 discretion, within its jurisdiction, to determine the treatment of proposals to
22 withdraw water and to remove it from the basin in any container of 5.7 gallons or less.

23 (4v) **WATER MANAGEMENT AND REGULATION; EXEMPTIONS.** Withdrawals from the
24 basin for the following purposes are exempt from the requirements of subs. (4) to (4z):

1 (a) To supply vehicles, including vessels and aircraft, whether for the needs of
2 the persons or animals being transported or for ballast or other needs related to the
3 operation of the vehicles.

4 (b) To use in a noncommercial project on a short-term basis for fire fighting,
5 humanitarian, or emergency response purposes.

6 **(4x)** WATER MANAGEMENT AND REGULATION; U.S. SUPREME COURT DECREE IN
7 WISCONSIN ET AL. V. ILLINOIS ET AL. (a) Notwithstanding any terms of this compact to
8 the contrary, with the exception of par. (e), current, new, or increased withdrawals,
9 consumptive uses, and diversions of basin water by the state of Illinois shall be
10 governed by the terms of the United States Supreme Court decree in *Wisconsin et al.*
11 *v. Illinois et al.* and shall not be subject to the terms of this compact nor any rules or
12 regulations promulgated pursuant to this compact. This means that, with the
13 exception of par. (e), for purposes of this compact, current, new, or increased
14 withdrawals, consumptive uses, and diversions of basin water within the state of
15 Illinois shall be allowed unless prohibited by the terms of the United States Supreme
16 Court decree in *Wisconsin et al. v. Illinois et al.*

17 (b) The parties acknowledge that the United States Supreme Court decree in
18 *Wisconsin et al. v. Illinois et al.* shall continue in full force and effect, that this
19 compact shall not modify any terms thereof, and that this compact shall grant the
20 parties no additional rights, obligations, remedies, or defenses thereto. The parties
21 specifically acknowledge that this compact shall not prohibit or limit the state of
22 Illinois in any manner from seeking additional basin water as allowed under the
23 terms of the United States Supreme Court decree in *Wisconsin et al. v. Illinois et al.*,
24 any other party from objecting to any request by the state of Illinois for additional
25 basin water under the terms of said decree, or any party from seeking any other type

1 of modification to said decree. If an application is made by any party to the Supreme
2 Court of the United States to modify said decree, the parties to this compact who are
3 also parties to the decree shall seek formal input from the Canadian Provinces of
4 Ontario and Quebec with respect to the proposed modification, shall use best efforts
5 to facilitate the appropriate participation of said provinces in the proceedings to
6 modify the decree, and shall not unreasonably impede or restrict such participation.

7 (c) With the exception of par. (e), because current, new, or increased
8 withdrawals, consumptive uses, and diversions of basin water by the state of Illinois
9 are not subject to the terms of this compact, the state of Illinois is prohibited from
10 using any term of this compact, including sub. (4n), to seek new or increased
11 withdrawals, consumptive uses, or diversions of basin water.

12 (d) With the exception of par. (e), because subs. (4d), (4f), (4h), (4j), (4L), (4m),
13 (4n), (4p), (4r), (4t) (a), (b), (c), (d), (f), and (j), and (4v) all relate to current, new, or
14 increased withdrawals, consumptive uses, and diversions of basin waters, said
15 provisions do not apply to the state of Illinois. All other provisions of this compact
16 not listed in the preceding sentence shall apply to the state of Illinois, including the
17 water conservation programs provision of sub. (4b).

18 (e) In the event of a proposal for a diversion of basin water for use outside the
19 territorial boundaries of the parties to this compact, decisions by the state of Illinois
20 regarding such a proposal would be subject to all terms of this compact, except pars.
21 (a), (c), and (d).

22 (f) For purposes of the state of Illinois' participation in this compact, the
23 entirety of this subsection is necessary for the continued implementation of this
24 compact and, if severed, this compact shall no longer be binding on or enforceable by
25 or against the state of Illinois.